

November 25, 2024

Electronically Filed in TPUC Docket Room
on November 25, 2024 at 2:46 p.m.

Mr. David Jones, Chairman
c/o Ectory Lawless
Tennessee Public Utilities
502 Deaderick Street, 4th Floor
Nashville, TN 37243

RE: Status Update - Tennessee Public Utility Commission, Docket No. 22-00074, *Petition of Tennessee Wastewater Systems, Inc. to Amend its Certificate of Convenience and Necessity to Include Derby Meadows Subdivision in Robertson County, Tennessee*

Dear Chairman Hilliard,

The wastewater treatment system for Derby Meadows is mostly complete with some minor items still remaining. Enclosed are copies of the title insurance policy and as-built drawings. The remaining documentation required in the Order is not yet available. Those documents will be filed once received by TWSI.

If I can be of further assistance, please contact me at 615-220-7171.

Kind regards,



Jeff Ridsen
General Counsel

DERBY MEADOWS WASTE WATER PROJECT NO. 22.0014 - DRAFT SOP-22001

KEY MAP

BENCHMARK #1
TBM 1 1/2" IPS
ELEV: 721.26
ON SOUTH SIDE
OF RT. 49

BENCHMARK #2
TBM 1 1/2" IPS
ELEV: 726.02
ON SOUTH SIDE
OF RT. 49

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS CONTRACTOR SHALL ALSO REQUEST THE LOCAL CABLE T.V. COMPANY FOR LOCATION THEIR FACILITIES

LOCATION REQUESTS SHOULD BE MADE TO THE PUBLIC WORKS DEPARTMENT FOR WATER, SANITARY AND STORM SEWERS

ANY REQUESTS TO THE APPROPRIATE ENGINEERING FIRMS MUST BE REVIEWED AND APPROVED BY THE GOVERNING AGENCIES, OWNER AND THE ENGINEER RECORD BEFORE ANY WORK IS PERFORMED REGARDING THE REVISED ITEMS

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5/29/2024
DATE
ALL SHEET COVERED BY SEAL
MICHAEL R SHAMUS, P.E.
EXP. DATE OCTOBER 2024
IF SEAL AND/OR SIGNATURE IS NOT A CONTRASTING
COLOR FROM THE SHEET, IT IS NOT VALID

01-21-1598

[illegible][illegible][illegible][illegible]

14.3 THE CONTRACTOR SHALL BE ISSUING A "SCHEDULE OF OPERATIONS" SHOWING APPROPRIATE DATES FOR COMMENCED AND COMPLETED VARIOUS PORTIONS OF CONSTRUCTION UNDER THIS CONTRACT. THE SCHEDULE SHALL HAVE TO BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL. THE SCHEDULE SHALL BE SUBMITTED TO THE ENGINEER AT THE TIME OF STARTING WORK. THE SCHEDULE SHALL BE SUBMITTED TO THE ENGINEER AT THE TIME OF STARTING WORK. THE SCHEDULE SHALL BE SUBMITTED TO THE ENGINEER AT THE TIME OF STARTING WORK.

20. QUANTITIES ARE PRESENTED AS SEVERAL INFORMATION TO PROVIDE AN OVERALL SUMMARY OF THE WORK. THE CONTRACTOR SHALL INDIVIDUALLY VERIFY THE QUANTITIES AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES.

21. THE CITY OF CHICAGO SPECIFICATIONS AND FOR EACH DATE SHALL BE ACCOMPANIED BY SCHEDULED IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS.

22. STORM SEWERS SHALL BE INSTALLED PER CITY STANDARDS AND SPECIFICATIONS FOR LOT IMPROVEMENTS.

23. STORM SEWERS AND DITCHES AND TREE OPENINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS.

PROJECT TEAM

DEVELOPER: HARVESTER, LLC

ATTN: WILLIAM SEELEY
545 MAINSTREAM DRIVE SUITE 402

NASHVILLE, TN 37228

CONTACT: ERIC CARTER, PROJECT MANAGER
SCOTT & RITTER, INC.

2385 BARREN RIVER ROAD
BOWLING GREEN, KY 42101

OFFICE 270-781-9988 CELL 270-79

Landmark

ENGINEERING GROUP
201 W. 2ND AVENUE, SUITE 201

COAL VALLEY, IL 61240

MR. MICHAEL SHAMSIE, P.E.
PHONE: (202) 755-3400

PHONE: (303) 733-3400

AS-BUILT PLANS REPRESENT THE SITE
COMPLETED AND SURVEYED AS OF MAY 2, 2011.
WORLD SURVEY DATA RECORDED. I AM A D

PROFESSIONAL ENGINEER UNDER THE LAWS
OF TENNESSEE

1. AND

Mark D. Brown

ALL SHEETS

LEGAL AND/OR SIGNATURE IS NOT A C
OR, THIS DOCUMENT IS NOT AN ORIGI

**"CALL TENNESSEE 811
BEFORE YOU DIG"
(800)351-1111 OR 811**

GRAPHIC SCALE 1" = 40'



NOTE: FENCE WAS BEING INSTALLED THE DAY WE WERE ON SITE

AS-BUILT INFORMATION

FORCE/MIN

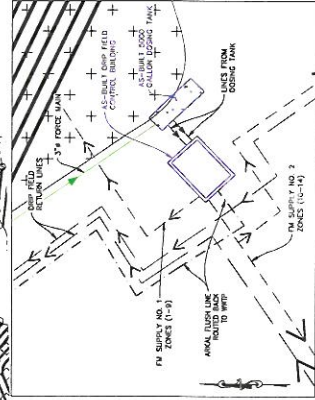
FM

UNDERGROUND ELECTRIC
230V, SINGLE PHASE SERVICE
BY UTILITY COMPANY

UE UE

1" WATER SERVICE

WS



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AS-BUILT UTILITY PLAN

AB3

01-21-1598

Landmark
ENGINEERING GROUP
2ND AVENUE, SUITE 201
ATLANTA, GA 30303
404/525-9400
FAX 404/525-9422
CIVIL ENGINEERING AND LAND PLANNING
TENNESSEE DESIGN FIRM NUMBER F-21044



REVISIONS		NO	DESCRIPTION	DATE
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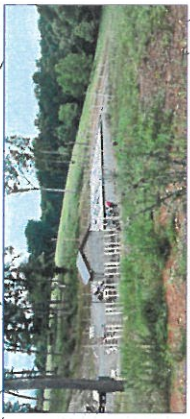
AS-BUILT EXTENDED AERATION WWTP SITE PLAN



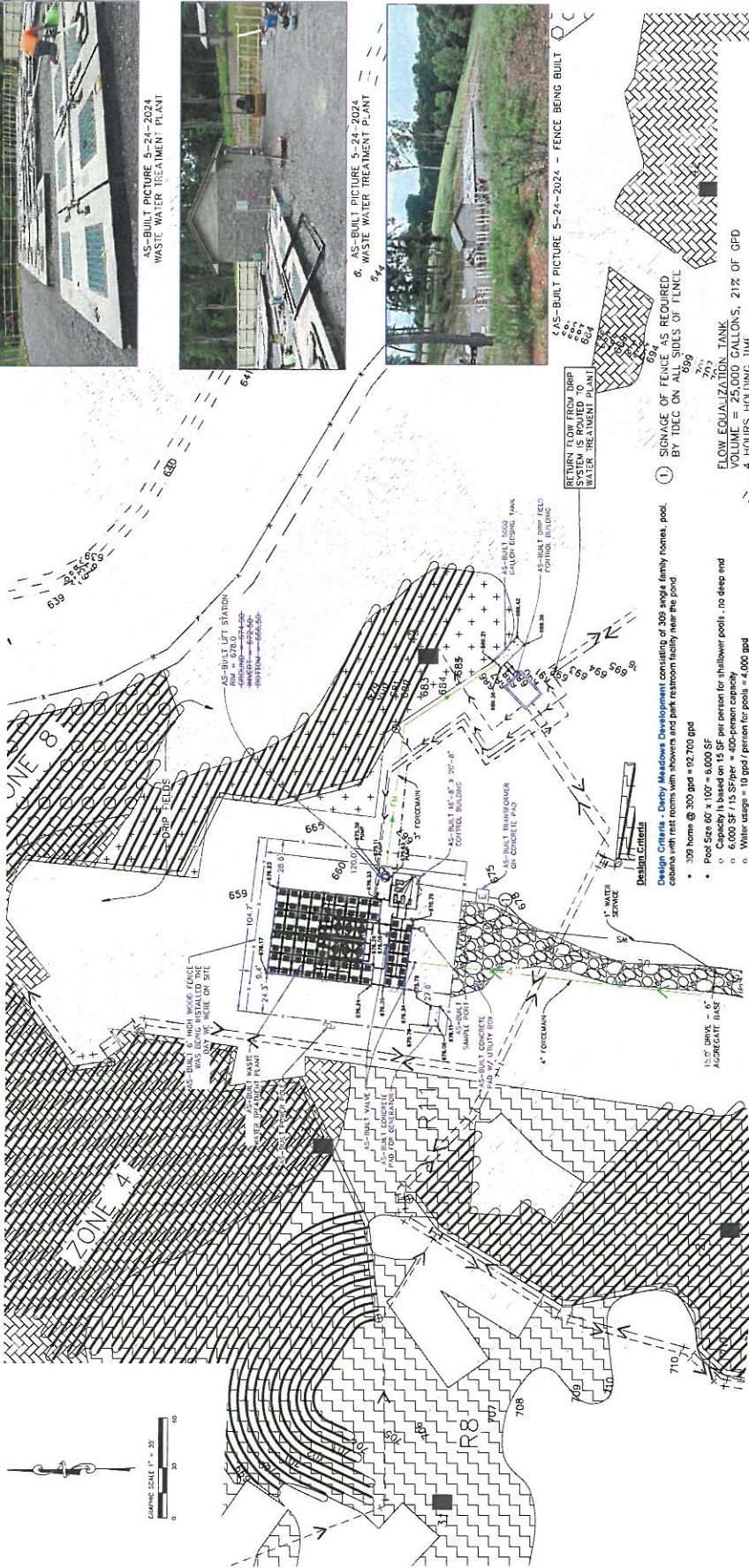
AS-BUILT PICTURE 5-24-2024
WASTE WATER TREATMENT PLANT



AS-BUILT PICTURE 5-24-2024
WASTE WATER TREATMENT PLANT

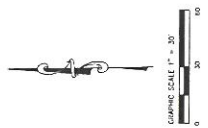


AS-BUILT PICTURE 5-24-2024
FENCE BEING BUILT



NOTE:
FENCE WAS BEING INSTALLED THE
DAY WE WERE ON SITE

AS-BUILT ELEVATION
AS-BUILT INFORMATION



Design Criteria - Derby Meadows Development consisting of 309 single family homes, pool, cabana with rest rooms with showers and park restroom facility near the pond

- 109 home @ 300 gpd = 32,700 gpd
- Pool 50' x 100' = 6,000 SF
- Capacity is based on 15 SF per person for shallow pools, no deep end
- 6,000 SF / 15 SF per person = 400-person capacity
- Water usage = 10 gpd / person for pools = 4,000 gpd
- Restrooms & Bath House @ Pool
 - Based on 5 gpd for restroom & 5 gpd for Showers per person
 - 400-person capacity @ 10 gpd = 4,000 gpd
- Park Restrooms @ Pond
 - Based on 5 gpd for restroom per person
 - Estimate of 100-person usage per day @ 10 gpd = 500 gpd

Derby Meadows WWTP Flow based on the homes, Pool, Bath House & Park Restrooms
92,700 + 4,000 + 500 = 101,200 gpd

Total Derby Meadows Subdivision Development WWTP Flow = 101,200 gpd

Design Criteria - Thornton's Refueling Center Development consisting of 27 Refueling pumps, five (5) showers, restaurant with occupancy of 174 patrons and an estimate of 10 employees.

- 27 Gasoline & Diesel Refueling Pump Islands, Convenience Center with five (5) showers, Restaurant Occupancy with an occupancy of 174 patrons and employees @ 10 per day
- Thornton's Refueling Center Development is located in Raccoon, IL, and Lincoln, IL, with a total capacity of 2,305 and 1,100 GPD, respectively.
- Our collaborative effort with Adams Group determined that a projected flow of 4,100 GPD or less, using the highest average of the 2 other Thornton facilities would be appropriate.

• Total Thornton's Refueling Center Development WWTP Flow = 4,100 gpd

• Total Derby Meadows & Thornton's Subdivision WWTP Flow = 105,300 gpd

• Extended Aeration Waste Water Treatment Plant Design = 120,000 GPD

- ORGANIC LOADING**
- PROJECTED LOADING OF TWIN 50,000 GPD WTP
 - BOD5 PER DAY = 178.50 POUNDS PER DAY
 - TSS = 86.8 POUNDS PER DAY
 - PHOSPHORUS = 9.2 POUNDS PER DAY
 - NITROGEN = 41.7 POUNDS PER DAY
 - FLOW EQUALIZATION CHAMBERS OF APPROXIMATELY 20% OF WWTP VOLUME
 - DUPLEX GRINDER PUMPS WITH CONTROL PANEL, AUDIO & LIGHT ALARM, VENTED STAND-PIPE, FLOATS & BRACKET
 - ALL BLOWERS TO BE HOUSE IN SOUND ATTENUATION BUILDING, 75 DECIBEL RATING
 - CHLORINE CONTACT CHAMBER WITH CHLORINATOR
 - EFFLUENT DISCHARGE TO DRIP FIELD DOSING TANK
 - PROPOSED EFFLUENT LIMITS BOD5 = 5 MG/L, TSS = 10 MG/L AND NH3 = 2 MG/L
 - THE EFFLUENT LIMITS WILL BE PER THE TOEC PERMIT

DERBY MEADOWS SUBDIVISION
COOPERTOWN, TENNESSEE
AS-BUILT EXTENDED AERATION WWTP SITE PLAN

LANDMARK ENGINEERING GROUP
CIVIL, ENGINEERING AND LAND PLANNING
10101 W. CHICKASAW AVENUE, SUITE 201
MEMPHIS, TN 38117
TEL: 901.242.1400
FAX: 901.242.1401
WWW.LANDMARK-ENG.COM
DESIGNED BY: J. W. HARRIS
CHECKED BY: J. W. HARRIS
DATE: 5/29/2024



RECORD DRAWING
5/29/2024

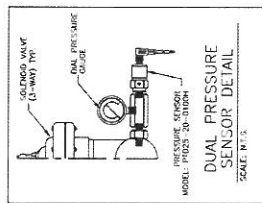
Comments: (2024)
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AB4
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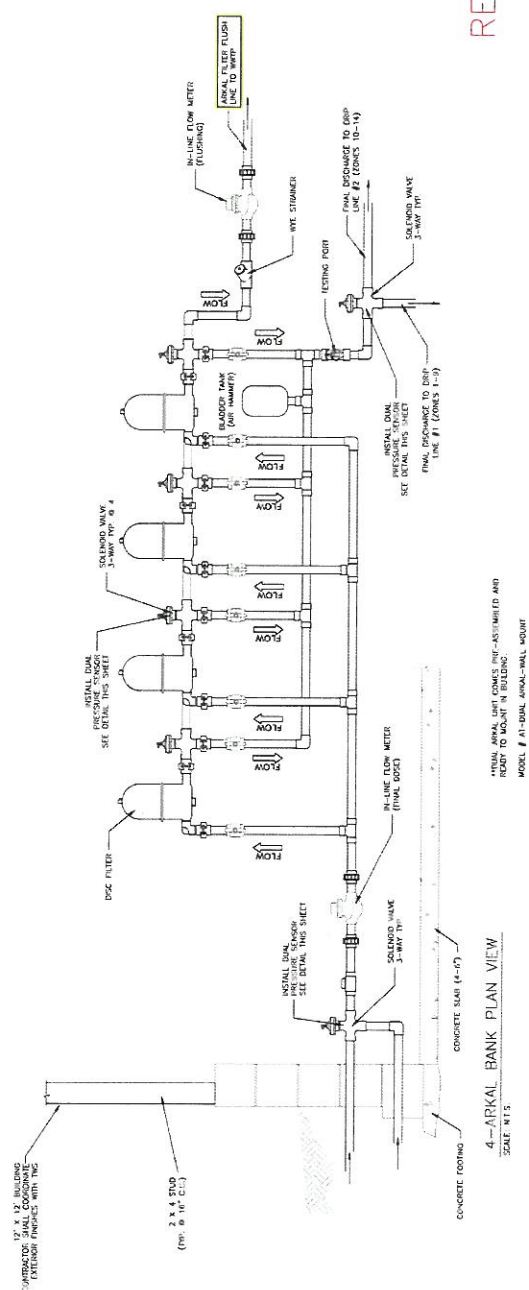
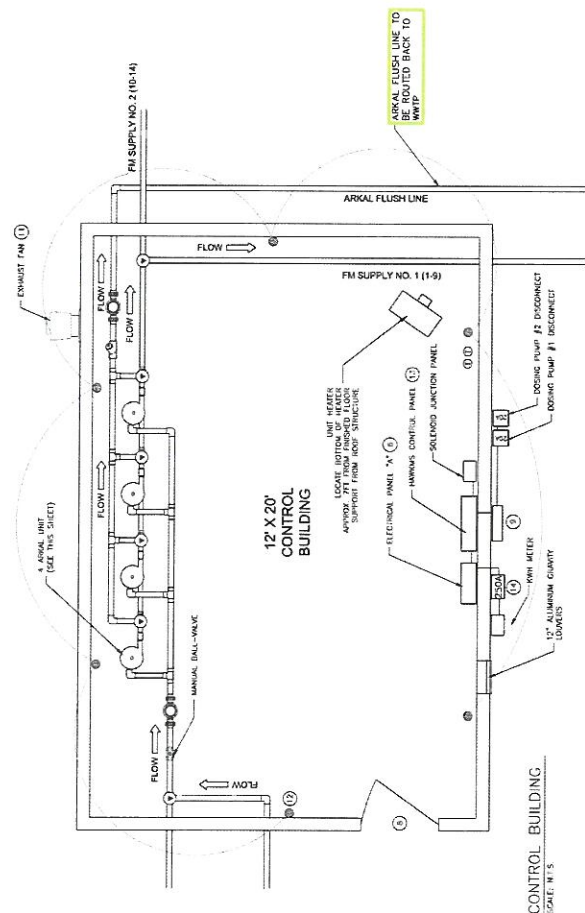
CONTROL BUILDING
LAYOUT AND DESIGN PLAN
DERBY MEADOWS SUBDIVISION

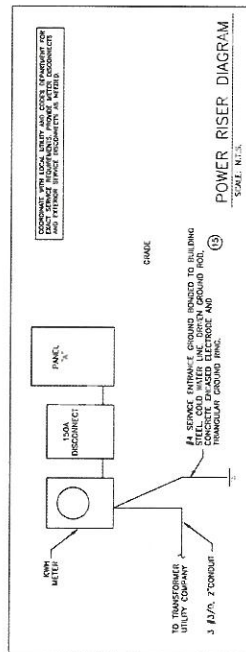
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RECORD DRAWING
5/29/2024

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GENERAL ELECTRICAL NOTES





POWER RISER DIAGRAM

5/29/2024

RECORD DRAWING
5/29/2024

5/29/2024



CHICAGO TITLE INSURANCE COMPANY

ALTA COMMITMENT FOR TITLE INSURANCE
Issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **Chicago Title Insurance Company**, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 90 Days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any

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72C165B

ALTA Commitment for Title Insurance 7-1-2021

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Commitment No. 20240123CTN

abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I-Requirements;
 - f. Schedule B, Part II-Exceptions.
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
 - b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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ALTA Commitment for Title Insurance 7-1-2021

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Commitment No. 20240123CTN

- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE

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ALTA Commitment for Title Insurance 7-1-2021

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Commitment No. 20240123CTN

PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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ALTA Commitment for Title Insurance 7-1-2021

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Commitment No. 20240123CTN

Transaction Identification Data, which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: N/A
Issuing Office: Chicago Title Insurance Company
Issuing Office's ALTA® Registry ID: 0000933
Loan ID Number:
Commitment Number: 20240123CTN
Issuing Office File Number: 20240123CTN
Property Address: Henry Gower Road (portion of), TN

Revision Number: 4.2.2024

SCHEDULE A1. **Commitment Date:** March 25, 2024, at 08:00 AM2. **Policy or Policies to be issued:****2021 ALTA® Owner's Policy****Proposed Insured:** Tennessee Wastewater Systems, Inc., a Tennessee corporation**Proposed Amount of Insurance:** \$150,000.00

The estate or interest to be insured: Fee Simple

3. **The estate or interest in the land at the Commitment date is:**

Fee Simple

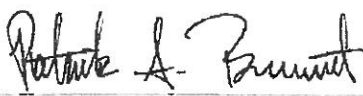
4. **The Title is, at the Commitment Date, vested in:**

Harvester LLC, a Tennessee limited liability company

5. **The land referred is described as follows:**

See Exhibit "A" attached hereto and made part hereof.

CHICAGO TITLE INSURANCE COMPANY

By: 
Authorized Signatory

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ALTA Commitment for Title Insurance 7-1-2021

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SCHEDULE A (Continued)**Commitment No.: 20240123CTN**

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Commitment No. 20240123CTN

**SCHEDULE B, PART I
Requirements**

Commitment No.: 20240123CTN

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Pay all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
5. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.
6. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Deed from Harvester LLC, a Tennessee limited liability company, to Tennessee Wastewater Systems, Inc. describing the property set out in Schedule A.

7. Taxes for the year 2023: Map/Parcel 119 048.00,
Robertson County: \$2,832.00 PAID.
City of Coopertown: \$346.00 PAID.
8. Intentionally Deleted.
9. A Deed of Trust by Harvester, LLC, trustor, to William G. Wallis, Jr., trustee, for the benefit of William C. Seeley and wife, Dianne M. Seeley, beneficiary, to secure a note in the original amount of \$1,680,000.00 secured thereby, dated December 10, 2020, and recorded on December 29, 2020, of record in Book 2027, Page 714, Register's Office for Robertson County, Tennessee.
10. Intentionally Deleted.
11. A Deed of Trust by Harvester, LLC, trustor, to K. Thomas Sidwell, trustee, for the benefit of NVR, Inc. T/A Ryan Homes, beneficiary, to secure a note in the original amount of \$1,750,000.00 secured thereby, dated February 22, 2021, and recorded on March 1, 2021, of record in Book 2045, Page 792, Register's Office for Robertson County, Tennessee.
12. We must be furnished with a copy of the Articles of Organization and Operating Agreement for Harvester LLC, a Tennessee limited liability company, all amendments thereto, and proper resolutions authorizing the proposed transaction and appointing signatories authorized to legally

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A, Schedule B, Part I-Requirements, and Schedule B, Part II-Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

72C165B

ALTA Commitment for Title Insurance 7-1-2021

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**SCHEDULE B, PART I
Requirements (Continued)****Commitment No.: 20240123CTN**

bind the company. Any conveyance or encumbrance must be made in compliance with the terms of said instruments.

13. We must be furnished with a Certificate of Existence issued by the office of the Secretary of State of the state of formation of Harvester LLC, a Tennessee limited liability company.
14. We must be furnished with a copy of the Articles of Incorporation and Bylaws for Tennessee Wastewater Systems, Inc., all amendments thereto, and proper resolutions authorizing the proposed transaction and appointing signatories authorized to legally bind the corporation. Any conveyance or encumbrance must be made in compliance with the terms of said instruments.
15. We must be furnished with a Certificate of Existence issued by the office of the Secretary of State of the state of formation of Tennessee Wastewater Systems, Inc.
16. We will require a satisfactory ALTA/NSPS survey certified to the Company of the property set out in schedule A prior to the proposed conveyance. This commitment will be subject to the findings of said survey, and additions, exclusions, and or changes may be made to this commitment based on the review of said survey. Said changes include, but are not limited to, the following: legal description of the property, requirements for closing, and exclusions from coverage.
17. We must be furnished with a standard Company Owner's Affidavit. We reserve the right to make additional requirements and exceptions upon review of said Affidavit.
18. If construction, demolition, or the delivery of materials therefore has occurred on the land within the last 120 days, we require satisfactory compliance with the Tennessee Notice of Completion statute, including the recordation of a proper Notice of Completion, notice to appropriate parties, the running of the applicable claim period, and the satisfactory resolution of any claims submitted in accordance therewith, prior to closing.

NOTE: Notice of Completion filed on March 1, 2024 at Book 2305, Page 275, said Register's Office.

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ALTA Commitment for Title Insurance 7-1-2021

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Commitment No. 20240123CTN

**SCHEDULE B, PART II
Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. If improvements are completed after January 1 of any year, and the law, pursuant to TCA 67-5-509 and TCA 67-5-603, requires supplemental assessment for the year in which improvements are completed, the company assumes no liability for taxes assessed by correction or supplemental assessment.
8. Intentionally Deleted.
9. Taxes for the year 2024; a lien, not yet due or payable.
10. Acreage content of the subject property is not hereby insured. Reference to acreage is left in the description merely for convenience in identifying the tract.
11. Subject to all matters shown on the Plan of record in Plat Book 30, Page 5, Register's Office for Robertson County, Tennessee.
12. Waterline Easement of record in Book 1025, Page 449 and Book 1059, Page 512, in the Register's Office for Robertson County, Tennessee.
13. Declaration of Utility and Drainage Easement of record in Book 1409, Page 307, in the Register's Office for Robertson County, Tennessee.

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ALTA Commitment for Title Insurance 7-1-2021

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**SCHEDULE B, PART II
Exceptions (Continued)****Commitment No.:** 20240123CTN

- 14. Intentionally Deleted.
- 15. Subject to the flow of any creeks, streams, or branches across subject property.
- 16. No insurance is offered to title to that portion of the premises embraced within the bounds of any roads, streets, of highways.

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ALTA Commitment for Title Insurance 7-1-2021

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EXHIBIT A

BEING PART OF THE 13TH CIVIL DISTRICT OF ROBERTSON, TENNESSEE, AND MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD FOUND ON THE SOUTH SIDE OF A CREEK, SAID IRON ROD BEING THE SOUTHERLY MOST CORNER OF THE HOOVER PROPERTY, RECORDED IN BOOK 322, PAGE 676; THENCE WITH SAID HOOVER PROPERTY, AS FOLLOWS: N 15°46'49" E A DISTANCE OF 99.81 FEET TO AN IRON ROD FOUND; THENCE N 43°04'06" E A DISTANCE OF 301.99 FEET TO AN IRON ROD FOUND; THENCE WITH THE SOUTH LINE OF THE SINGER PROPERTY, RECORDED IN BOOK 1331, PAGE 293 S 81°21'50" E A DISTANCE OF 335.77 FEET TO AN IRON ROD FOUND; THENCE WITH THE SOUTH LINE OFF THE STRONG PROPERTY, RECORDED IN BOOK 296, PAGE 435 S 81°12'21" E A DISTANCE OF 178.29 FEET; THENCE ACROSS THE PARENT TRACT, AS FOLLOWS: THENCE S 37°51'42" E A DISTANCE OF 206.24 FEET; THENCE S 41°48'32" E A DISTANCE OF 57.60 FEET; THENCE S 54°52'32" E A DISTANCE OF 62.33 FEET; THENCE S 13°05'27" E A DISTANCE OF 67.65 FEET; THENCE S 27°11'35" E A DISTANCE OF 43.77 FEET; THENCE S 46°44'43" E A DISTANCE OF 62.66 FEET; THENCE S 59°04'13" E A DISTANCE OF 40.83 FEET; THENCE S 59°18'56" E A DISTANCE OF 95.89 FEET; THENCE S 49°23'21" E A DISTANCE OF 52.87 FEET; THENCE S 63°58'55" E A DISTANCE OF 55.07 FEET; THENCE S 76°38'42" E A DISTANCE OF 76.18 FEET; THENCE S 65°09'22" E A DISTANCE OF 97.83 FEET; THENCE S 67°55'12" E A DISTANCE OF 83.66 FEET; THENCE S 09°43'44" E A DISTANCE OF 67.17 FEET; THENCE S 21°40'16" E A DISTANCE OF 45.67 FEET; THENCE S 32°01'53" E A DISTANCE OF 107.13 FEET; THENCE S 48°14'01" E A DISTANCE OF 56.68 FEET; THENCE S 73°56'56" E A DISTANCE OF 93.31 FEET; THENCE S 37°34'27" E A DISTANCE OF 163.03 FEET; THENCE S 53°10'13" E A DISTANCE OF 11.19 FEET; THENCE S 07°45'22" W A DISTANCE OF 341.25 FEET; THENCE N 82°40'11" W A DISTANCE OF 317.65 FEET; THENCE S 07°40'32" W A DISTANCE OF 309.06 FEET; THENCE N 82°19'28" W A DISTANCE OF 70.76 FEET; THENCE S 07°40'32" W A DISTANCE OF 115.50 FEET; THENCE N 82°23'46" W A DISTANCE OF 123.70 FEET; THENCE N 61°56'16" W A DISTANCE OF 206.09 FEET; THENCE N 04°51'25" W A DISTANCE OF 529.53 FEET; THENCE N 37°51'25" W A DISTANCE OF 262.19 FEET; THENCE N 82°51'25" W A DISTANCE OF 151.98 FEET; THENCE S 46°39'48" W A DISTANCE OF 106.31 FEET; THENCE S 22°29'37" W A DISTANCE OF 58.94 FEET; THENCE S 50°34'35" W A DISTANCE OF 302.27 FEET; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 182.65 FEET WITH A RADIUS OF 285.87 FEET WITH A CHORD BEARING OF N 49°56'42" W, WITH A CHORD LENGTH OF 179.55 FEET; THENCE N 68°14'54" W A DISTANCE OF 124.95 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 187.43 FEET WITH A RADIUS OF 1470.00 FEET WITH A CHORD BEARING OF N 64°35'44" W, WITH A CHORD LENGTH OF 187.31 FEET; THENCE N 05°59'40" E A DISTANCE OF 219.52 FEET; THENCE N 84°13'25" W A DISTANCE OF 10.10 FEET; THENCE N 09°34'53" E A DISTANCE OF 70.25 FEET; THENCE N 17°40'40" W A DISTANCE OF 65.33 FEET; THENCE N 35°28'09" E A DISTANCE OF 92.29 FEET; THENCE N 29°09'27" E A DISTANCE OF 65.79 FEET; THENCE N 29°17'47" E A DISTANCE OF 77.24 FEET; THENCE N 15°17'47" E A DISTANCE OF 74.67 FEET; THENCE N 12°33'20" E A DISTANCE OF 35.99 FEET; THENCE N 64°46'37" W A DISTANCE OF 68.51 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 1686916 SQUARE FEET, 38.726 ACRES, MORE OR LESS.

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO HARVESTER, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY WARRANTY DEED FROM WILLIAM C. SEELEY AND WIFE, DIANNE M. SEELEY OF RECORD IN BOOK 2027, PAGE 707 REGISTER'S OFFICE FOR ROBERTSON COUNTY, TENNESSEE, DATED DECEMBER 9, 2020 AND RECORDED ON DECEMBER 29, 2020.



Inquire before you wire!



CHICAGO TITLE INSURANCE COMPANY

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

This notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

Realtors®, Real Estate Brokers, Closing Attorneys, Buyers and Sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

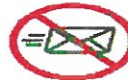
A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain new wiring instructions or routing information, and will request that the Buyer send funds to a fraudulent account.

PLEASE BE ADVISED THAT WE ONLY PROVIDE WIRE INSTRUCTIONS THROUGH VERBAL VERIFICATION. If funds are to be wired in conjunction with this transaction, call us at 615-224-7400 to obtain our wire information. If you receive another email or unsolicited call purporting to alter these instructions, please immediately call us at 615-224-7400.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.



NEVER RELY on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the courses of a transaction.



DO NOT FORWARD wire instructions to other parties without first verbally verifying the instructions from the sending party.



ALWAYS VERIFY WIRE INSTRUCTIONS, specifically the ABA routing number and account number, by calling the party who is receiving the funds. **DO NOT RELY** on other parties calling you.

Obtain the number of your Realtor®, Real Estate Broker and your escrow officer as soon as an escrow account is opened.

DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: <http://www.fbi.gov>

Internet Crime Complaint Center: <http://www.ic3.gov>

ACKNOWLEDGEMENT OF RECEIPT

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer 1

Buyer 2

Signature

Signature

Printed Name

Printed name

Address

Address

Date

Phone Number

Date

Phone Number

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Effective December 1, 2023.

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Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure ;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents : We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

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For Colorado Residents : For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710.

For Nevada Residents : We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: ag.inquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

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Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

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